

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

Civ.No.B 069450  
(Super.Ct.No.BC 052395)

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HUB LAW OFFICES

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CHURCH OF SCIENTOLOGY INTERNATIONAL,

Plaintiff-Respondent,

-vs-

GERALD ARMSTRONG,

Defendant-Appellant.

---

On Appeal From Superior Court Of The State of California  
County of Los Angeles  
The Honorable Ronald M. Sohigian

---

MOTION FOR EXPEDITED HEARING SCHEDULE

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Attorneys for Respondent

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As demonstrated in the Brief for Respondent, filed on April 21, 1993, there is a substantial likelihood that respondent will prevail on this appeal. Early determination of the appeal will permit respondent to enforce the injunction effectively, thereby protecting respondent from ongoing irreparable harm.

Respondent therefore requests that this Court calendar this appeal for hearing at its earliest possible convenience.

DATED: May 11, 1993

Respectfully submitted,

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**MEMORANDUM IN SUPPORT OF MOTION  
FOR EXPEDITED HEARING SCHEDULE**

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This appeal is from a preliminary injunction order entered by Los Angeles County Superior Court Judge Ronald M. Sohigian requiring defendant Gerald Armstrong to comply with certain terms of a written settlement agreement signed by Armstrong, while represented by counsel, pursuant to which Armstrong received approximately \$800,000. The preliminary injunction order is narrow and specific: it prohibits Armstrong from "voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against the [plaintiff and certain other entities and individuals associated with plaintiff]", or voluntarily assisting any person "intending to make, -- press, . . . arbitrate, or . . . litigate" such a claim



(1715)<sup>1</sup> The injunctive order also contains several explicit exceptions, which make clear that Armstrong is free to testify as a witness, accept service of process, and report criminal conduct to proper authorities. Id.<sup>2</sup>

In entering the preliminary injunction, Judge Sohigian made the requisite factual findings that the threatened acts which he enjoined "would do irreparable harm to plaintiff which could not be compensated by monetary damages" (1714); that such irreparable harm would outweigh any potential harm to Armstrong resulting from the injunction (id.); that the limited injunction "will preserve the status quo pending trial" (id.); and, most significantly, that "There is a reasonable probability that plaintiff will prevail after trial of this case in the respects restrained by this order." Id. Indeed, Judge Sohigian explicitly noted the issues raised by the controversy (1716), and found that plaintiff was likely to prevail on its claims of the

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<sup>1</sup> References to "  " are to pages in Appellant's Appendix in Lieu of Clerk's Transcript.

<sup>2</sup> The injunctive order states:

The court does not intend by the foregoing to prohibit defendant Armstrong from: (a) being reasonably available for the service of subpoenas on him; (b) accepting service of subpoenas on him without physical resistance, obstructive tactics, or flight; (c) testifying fully and fairly in response to properly put questions either in deposition, at trial, or in other legal or arbitration proceedings; (d) properly reporting or disclosing to authorities criminal conduct of the persons referred to in sec. 1 of the "Mutual Release of All Claims and Settlement Agreement" of December, 1986; or (e) engaging in gainful employment rendering clerical or paralegal services not contrary to the terms and conditions of this order.



existence of a contract, the lack of duress, and the legality of terms of the settlement agreement pursuant to which defendant agreed "not to assert or exercise rights which [he] might otherwise have." Id.

As shown in the Brief for Respondent, the factual record and the applicable legal principles virtually compelled the Superior Court's holding. Armstrong knowingly entered into a settlement agreement with the assistance of counsel, accepted a substantial amount of money, and made no effort to rescind the contract or return his part of the bargain. Yet he openly acknowledged his violation of the agreement and consistently stated that he would continue to do so.

This motion is compelled by recent acts and statements by Armstrong in which he has made clear that he has no intention of abiding by the terms of the preliminary injunction, at least until the conclusion of the present appeal. Thus, less than a month after the injunction was issued, Armstrong asserted under oath in deposition that he would not honor its terms:

I have absolutely no intention of honoring that settlement agreement. I cannot. I cannot logically. I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention to not honor it.

Q. No matter what a court says?

A. No court can order it. They're going to have to kill me.

[Ex. A, June 24, 1992 Deposition of Gerald Armstrong, p.124.]

Armstrong's intention to ignore the injunction was reiterated in a letter sent by Armstrong to plaintiff's counsel,



dated December 22, 1992. [Ex. B.] In that letter, Armstrong threatens that, if he is not paid \$500,000 and this lawsuit dismissed, he intends to travel voluntarily to South Africa to testify against a Church of Scientology, give interviews to the media (an independent violation of the settlement agreement), and voluntarily assist anyone and everyone opposing Churches that he can locate. [Id., pp. 3,4,6,7,8.] In that same letter, Armstrong makes plain the contempt which he has for the court that issued the injunction:

There is also, as mentioned above, the fact that in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me not to defend myself.

[Id., p.5 (emphasis supplied).]

Consistent with his defiant statements, since the injunction Armstrong has aided claimants and litigants in violation of the injunction. [Declaration of Laurie Bartilson, ¶¶ 2-5.]

In response to these contemptuous statements and acts, the plaintiff moved in the court below for an order of contempt. On December 31, 1992, Judge Sohigian, issued an Order to Show Cause Re: Armstrong's Contempt. [Ex. C.] The Order to Show Cause was set for hearing before a different Superior Court judge, however, the Honorable Diane Wayne.<sup>3</sup> Armstrong urged Judge Wayne not to consider the Church's contempt motion, arguing, inter alia, that the pending appeal would decide all of the

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<sup>3</sup> On January 1, 1993, Judge Sohigian moved to a different Superior Court appointment.



issues which she was about to face. Determining that only the narrow issue of whether the injunction was sufficiently specific would be determined by the appeal, Judge Wayne nonetheless continued the hearing on the Order to Show Cause until June, 1993, finding that this single issue was relevant to her determination of the Order to Show Cause. [Declaration of Laurie J. Bartilson, ¶¶ 6-7.]

Plaintiff, still faced with Armstrong's repeated violations of both the Agreement and the Injunction, filed dispositive motions seeking summary adjudication of its claims for liquidated damages and a permanent injunction. Armstrong, rather than responding to the dispositive motions, moved for a stay of the lower court proceedings, again using the pendency of the appeal to justify the requested delay. The lower court, the Honorable David Horowitz, suspended proceedings before him (but not the injunction itself) until the day after this Court rules on Armstrong's appeal. [Ex. D.]

Armstrong has now seized upon Judge Horowitz's proceedings as carte blanche to openly defy the preliminary injunction and the underlying contract upon which the injunction is founded. On May 3, 1993, he wrote to plaintiff's trial court counsel, Ms. Bartilson, proclaiming that the stay of enforcement proceedings "has the effect as well of staying the injunction; therefore I am not constrained even by the narrow prohibitions of Judge Sohigian's ruling." [Ex. D.] Armstrong went on in no uncertain terms to state that he fully intends to ignore the prohibitions of the preliminary injunction.



Under the circumstances, plaintiff now seeks an early and expedited hearing of this appeal, at the convenience of the Court. Armstrong's continued defiance of the preliminary injunction violates the terms of his contract with plaintiff, and inflicts continuing and irreparable harm upon plaintiff.<sup>4</sup> If this Court affirms the issuance of the injunction, as we believe it will, either Armstrong will be compelled to comply with it or plaintiff will be able to seek enforcement in the court below.


CONCLUSION

The Court should schedule hearing in this case on an expedited basis, at its earliest convenience.

DATED: May 11, 1993

Respectfully submitted,

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<sup>4</sup> This is so whether or not the suspension of enforcement proceedings was intended to stay the prohibitory terms of the injunction itself.

BARTILSON  
DECLARATION



DECLARATION OF LAURIE J. BARTILSON

I, LAURIE J. BARTILSON, hereby declare:

1. I am a member of the law firm of Bowles & Moxon and am an attorney admitted to practice in the State of California. My firm represents plaintiff-appellee Church of Scientology International ("Church") in the instant case. I have personal knowledge of the matters specified in this declaration and, if called upon to testify on such matters, would and could do so competently.

2. Since the issuance of the preliminary injunction in this matter on May 28, 1993, Armstrong has defiantly aided claimants and litigants in violation of the injunction.

3. The primary evidence provided by plaintiff to the Court in obtaining the preliminary injunction was evidence, most of it in Armstrong's own hand, that Armstrong was reaching out to provide aid and assistance to attorneys Joseph Yanny and Ford Greene in the case of Vicki Aznaran and Richard Aznaran v. Church of Scientology International, et al., U.S. District Court, Central District of California No. CV-88-1786-JMI(Ex) ("the Aznaran case"). Since the preliminary injunction issued, Armstrong has continued to work in Mr. Greene's office as a paralegal, and has admitted that he has continued to aid Mr. Greene on the Armstrong case. [See, Exhibit 1, October 8 Armstrong Deposition, pp. 448-451.]

4. Moreover, Armstrong has admitted providing assistance through Greene to three other potential litigants pursuing claims against Church entities that fall within the scope of the

Injunction: (a) Tillie Good; (b) Denise Cantin; and (c) Ed Roberts. [Exhibit 2, October 8 Armstrong Deposition, pp. 451-458.] While Mr. Greene foreclosed inquiry into the specifics of Armstrong's assistance in these cases, claiming the attorney-client and work product privileges on behalf of Good, Cantin and Roberts for Armstrong's work [id.], Armstrong did admit that he had met with and interviewed Mr. Roberts concerning the latter's Church dispute and has spoken with him some seven times since then. [Id. at 455-457.]

5. Indeed, Armstrong's assistance to Mr. Roberts is apparently independent of any assistance which Armstrong provides to Mr. Greene. In a December 22, 1992 letter, Armstrong asserted that he "is the only person in the world willing to help Mr. Roberts against your organization." [Exhibit B to motion, p. 7.] In that letter, Armstrong includes the payment of an unspecified amount to Mr. Roberts as a "condition" to the ending of Armstrong's campaign of harassment against plaintiff. [Id., pp. 6-7.]

6. An Order to Show Cause why Armstrong should not be held in contempt for violations of the preliminary injunction was issued by Judge Sohigian on December 31, 1992. The matter was set for hearing before the Honorable Diane Wayne, Judge Sohigian's successor in the writs and receivers department of the Los Angeles Superior Court.

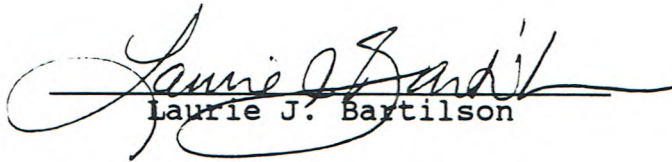
7. In papers filed before Judge Wayne, Armstrong urged her not to consider the Church's contempt motion, arguing, inter alia, that the pending appeal would decide all of the issues



which she was about to face. Determining that only the narrow issue of whether the injunction was sufficiently specific would be determined by the appeal, Judge Wayne nonetheless continued the hearing on the Order to Show Cause until June, 1993, finding that this single issue was relevant to her determination of the Order to Show Cause.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 11th day of May, 1993, at Los Angeles, California.

  
Laurie J. Bartilson





IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MARIN

--oOo--

**CERTIFIED  
COPY**

CHURCH OF SCIENTOLOGY  
INTERNATIONAL, a California  
not-for-profit religious  
corporation,

Plaintiff,

vs.

No. BC 052395

Gerald Armstrong; Does 1-25,  
inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Thursday, October 8, 1992

VOLUME IV

REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

**MARY HILLABRAND INC.**

CERTIFIED SHORTHAND REPORTERS

520 SUTTER STREET / off UNION SQUARE SAN FRANCISCO, CA 94102

PHONE 415 / 788-5350 FAX 415 / 788-0657

1 MR. GREENE: So as to that one, I instruct  
2 you not to answer.

3 MS. BARTILSON: Just so I'm clear, the  
4 basis for your instruction is that --

5 MR. GREENE: Work product.

6 MS. BARTILSON: -- is that Mr. Armstrong  
7 was acting as your paralegal in his own case?

8 MR. GREENE: In his case, got it.

9 MS. BARTILSON: Q. Did you, at any time  
10 since July 22nd, 1992, discuss, however briefly, with  
11 either of the Aznarans any matters concerning their own  
12 case?

13 A. Broadly, yes.

14 Q. What did you discuss?

15 MR. GREENE: Let me take a break here.

16 (Sotto voce conversation between the witness  
17 and Mr. Greene.)

18 MR. GREENE: Go ahead.

19 MS. BARTILSON: Q. After discussing it  
20 with your attorney, Mr. Armstrong, what's the answer to  
21 your question?

22 A. The extent of those matters was the relaying  
23 of a communication from Mr. Greene or back and forth.

24 MS. BARTILSON: Q. You were relaying a  
25 communication from Mr. Greene to the Aznarans?



1 A. It may have been that.

2 Q. May have been?

3 A. With the understanding that it could take  
4 the form as simple as, "Is your fax machine on?"

5 Q. Did you fax things to the Aznarans?

6 MR. GREENE: Mr. Armstrong, I'm going to  
7 instruct you not to answer that question based on  
8 attorney-work product privilege.

9 MS. BARTILSON: Q. Did you assemble  
10 documents for the purpose of faxing to the Aznarans?

11 MR. GREENE: Same instruction.

12 MS. BARTILSON: Q. Did you receive faxes  
13 from the Aznarnans?

14 MR. GREENE: Same instruction.

15 MS. BARTILSON: This is for the work  
16 product privilege concerning Mr. Armstrong's case?

17 MR. GREENE: No. Concerning the Aznarans'  
18 case.

19 MS. BARTILSON: Concerning the Aznarans'  
20 case.

21 MR. GREENE: And based on general privacy  
22 concerns of my office --

23 MS. BARTILSON: Privacy concerns of your  
24 office. You won't let him tell me whether or not he  
25 faxed anything to the Aznarans?

1 MR. GREENE: That's right.

2 MS. BARTILSON: Q. Mr. Armstrong, has  
3 Mr. Greene ever instructed you not to work on the Aznaran  
4 file?

5 MR. GREENE: I'm going to object, and that  
6 objection is asserted on behalf of Mr. Armstrong based on  
7 the attorney-client privilege.

8 Do not answer that question.

9 MS. BARTILSON: Q. Mr. Armstrong, in  
10 your capacity as Mr. Greene's paralegal, has Mr. Greene  
11 ever instructed you not to work on or not to look at any  
12 of the filings in his office?

13 MR. GREENE: Same instruction. And I'll  
14 also add to that instruction or add to the basis work  
15 product on behalf of the Aznarans and privacy with  
16 respect to my office generally.

17 Also, with respect to all of those prior  
18 objections, I'll add an additional basis which is the  
19 Sixth Amendment right to counsel.

20 MS. BARTILSON: Are you sure you don't want  
21 to add the Fifth Amendment, too, Ford?

22 MR. GREENE: We'll see about that.

23 MS. BARTILSON: Okay. You're the lawyer.

24 Q. Mr. Armstrong, other than relaying  
25 communication from Mr. Greene, whether by fax or



1 verbally, to the Aznarans concerning their case, have you  
2 had any other communications with the Aznarans concerning  
3 their case?

4 MR. GREENE: That misstates his prior  
5 testimony.

6 Don't answer that question.

7 MS. BARTILSON: Hard to answer if I can't  
8 finish it. Why don't you let me finish the question and  
9 raise the objection so we have a complete record?

10 MR. GREENE: I thought you said "did you  
11 have any communications on any other cases." I thought  
12 you were finished. Sounded like the end of a question to  
13 me.

14 MS. BARTILSON: No.

15 Can you read back what I had so far?

16 (Record read.)

17 MS. BARTILSON: By George. I take it back.  
18 I finished the thought. I didn't even know it.

19 So he's not going to answer?

20 MR. GREENE: That is correct.

21 MS. BARTILSON: Okay.

22 Q. Mr. Armstrong, do you know Tilly Good?

23 A. Yes. In the sense -- when you say "know," I  
24 know of her existence, yes.

25 Q. Have you ever spoken with Ms. Good?





IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MARIN

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DEPOSITION OF  
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Thursday, October 8, 1992

VOLUME IV

REPORTED BY: BARBARA H. STOCKFORD, CSR No. 4575

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19 So he's not going to answer?

20 MR. GREENE: That is correct.

21 MS. BARTILSON: Okay.

22 Q. Mr. Armstrong, do you know Tilly Good?

23 A. Yes. In the sense -- when you say "know," I  
24 know of her existence, yes.

25 Q. Have you ever spoken with Ms. Good?



1 A. Yes.

2 Q. On how many occasions?

3 A. Perhaps four.

4 Q. Have you ever met Ms. Good?

5 A. No.

6 Q. Have you ever worked on a her case file?

7 MR. GREENE: Objection. Attorney-client  
8 work product privilege.

9 All of the prior objections which would be  
10 work product, privacy, interference with right to counsel  
11 and attorney-client.

12 MS. BARTILSON: These are asserted on  
13 behalf of Ms. Good?

14 MR. GREENE: That's correct.

15 Well, no. Attorney-client and work product  
16 are asserted on behalf of Ms. Good. And privacy is  
17 asserted on behalf of my office generally. And Sixth  
18 Amendment is asserted on behalf of Ms. Good.

19 MS. BARTILSON: Q. When is the first  
20 time you remember speaking with Ms. Good, Mr. Armstrong?

21 A. Some months ago.

22 Q. In 1992?

23 A. I believe so.

24 Q. Was it before April 1992?

25 A. I don't recall.

1 Q. When is the last time you recall speaking  
2 with Ms. Good?

3 A. Perhaps a month ago.

4 Q. Have you provided Mr. Greene with any  
5 assistance in working on Ms. Good's case?

6 A. I'm going to instruct you not to answer that  
7 based on ambiguity and vagueness.

8 MS. BARTILSON: Ambiguity and vagueness?

9 MR. GREENE: Right.

10 MS. BARTILSON: Q. Is Mr. Greene Ms.  
11 Good's attorney?

12 A. Yes.

13 Q. Does Ms. Good have a dispute with one or  
14 more Churches of Scientology?

15 MR. GREENE: And with respect to that, Mr.  
16 Armstrong, I will instruct you not to answer the question  
17 based on attorney-work product privilege.

18 MS. BARTILSON: Q. Mr. Armstrong, do you  
19 have personal knowledge whether or not Ms. Good has a  
20 dispute with any Church of Scientology?

21 MR. GREENE: Again, same instructions to  
22 Mr. Armstrong.

23 Don't answer the question.

24 MS. BARTILSON: Q. Or if she had one?

25 MR. GREENE: Same instruction.



1 MS. BARTILSON: I find this a little  
2 curious, Mr. Greene, since you have been bombarding my  
3 office with letters concerning Ms. Good's dispute. I can  
4 hardly see how you claim that's privileged information.

5 Q. Mr. Armstrong, do you know Denise Cantin?

6 A. Yes.

7 Q. Had you ever met Ms. Cantin -- Dr. Cantin?

8 A. Yes.

9 Q. Where did you meet her?

10 A. At the Hub law office.

11 Q. On how many occasions have you met Dr.  
12 Cantin?

13 A. One.

14 Q. When was that?

15 A. I would say approximately --

16 MR. GREENE: Wait, wait, wait.

17 Actually, Mr. Armstrong, I'm going to  
18 instruct you not to answer that question, and I'm going  
19 to -- that instruction is based on the attorney-client  
20 privilege between myself and Dr. Cantin, as well as work  
21 product privilege, because I do not want Scientology  
22 knowing anything about the frequency or anything else  
23 that I meet with my clients.

24 So don't answer the question.

25 And I also would add two other objections,

1 which is the right to privacy and the interference with  
2 the right to counsel.

3 MS. BARTILSON: Don't hire Jerry Armstrong  
4 to be your paralegal when he's not supposed to do what  
5 he's doing. Real simple solution.

6 Not only that, he already testified she was  
7 at your office once, so you can at least let him tell me  
8 when he's not giving up anything.

9 Q. Have you spoken with Dr. Cantin on the  
10 telephone?

11 A. Yes.

12 Q. Have you discussed with Dr. Cantin her  
13 dispute with any Churches of Scientology?

14 MR. GREENE: And there, the same objections  
15 apply. The same instruction.

16 MS. BARTILSON: Even though I'm not asking  
17 for substance?

18 MR. GREENE: That's correct.

19 MS. BARTILSON: Okay.

20 Q. Do you know Ed Roberts?

21 A. Yes.

22 Q. Have you met Mr. Roberts?

23 A. Yes.

24 Q. Where did you meet Mr. Roberts?

25 A. In Boulder Creek.



1 Q. When was that?

2 MR. GREENE: And with respect to that, Mr.

3 Armstrong, I'll give you the same instruction. And

4 the -- for the same reasons as applied to Roberts.

5 MS. BARTILSON: Q. When you met Mr.

6 Roberts in Boulder Creek, was it in connection with your

7 employment as a paralegal for Mr. Greene's office?

8 A. Yes.

9 Q. Did you interview Mr. Roberts?

10 A. Yes.

11 Q. Did you take notes of your interview with

12 Mr. Roberts?

13 A. No.

14 Q. At the time you interviewed Mr. Roberts, had

15 he engaged Mr. Greene to represent him?

16 A. Yes.

17 Q. Was Mr. Greene engaged to represent him in

18 his disputes with the Church of Scientology or related

19 entities?

20 A. Yes.

21 Q. And did you interview him concerning that

22 dispute?

23 A. Yes.

24 Q. I'll ask you again when that was.

25 MR. GREENE: You can answer.

1 THE WITNESS: In approximately November  
2 1991.

3 MS. BARTILSON: Q. Have you spoken with  
4 Mr. Roberts since the time you interviewed him in  
5 November of 1991?

6 A. Yes.

7 Q. How many times?

8 A. Perhaps seven.

9 Q. Have you discussed with him on any of those  
10 seven occasions his dispute with one or more Churches of  
11 Scientology?

12 MR. GREENE: I'm going to draw the line  
13 there and instruct you not to answer for the same reasons  
14 previously stated.

15 MS. BARTILSON: Q. When was the last  
16 time you spoke with Mr. Roberts?

17 A. Perhaps two months ago.

18 Q. Since November of 1991, have you helped Mr.  
19 Greene prepare any documents in connection with the  
20 Roberts case?

21 MR. GREENE: As to that, I will draw the  
22 line and instruct you not to answer the question based on  
23 the reasons previously stated.

24 MS. BARTILSON: Q. Since November of  
25 1991, have you had any discussions with Mr. Greene



1 concerning the substance of Mr. Roberts' claims against  
2 any of the Churches of Scientology or related entities?

3 MR. GREENE: Same instruction; same  
4 reasons.

5 MS. BARTILSON: Q. Since November of  
6 1991, have you had any discussions with Mr. Roberts or  
7 have you been present in any discussions between Mr.  
8 Roberts and others concerning his claims against Church  
9 of Scientology or any related entities?

10 MR. GREENE: Same instruction; same  
11 reasons.

12 MS. BARTILSON: Q. I'd like to ask those  
13 same questions concerning both Ms. Good and Dr. Cantin,  
14 and I assume they will be the same.

15 MR. GREENE: I will stipulate as to the  
16 same questions with the same two positions in response as  
17 to Tilly H. Good and Denise Cantin.

18 MS. BARTILSON: Good enough.

19 Q. Now, at some point after the settlement  
20 agreement was signed in December of '86, you received a  
21 payment from Michael Glynn of the money that you were due  
22 pursuant to the settlement agreement; is that correct?

23 MR. GREENE: That's been asked and  
24 answered.

25 MS. BARTILSON: I know; this is just





1 IN AND FOR THE SUPERIOR COURT

2 FOR THE NORTHERN DISTRICT OF CALIFORNIA

3 --oOo--

4  
5 CHURCH OF SCIENTOLOGY  
6 INTERNATIONAL, a California  
7 not-for-profit religious  
8 corporation,

9 Plaintiff,

10 vs.

Case No. BC 052395

11 GERALD ARMSTRONG; DOES 1  
12 through 25, inclusive,

13 Defendants.  
14  
15  
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17  
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24

DEPOSITION OF

GERALD ARMSTRONG

-----  
Wednesday, June 24, 1992

25 REPORTED BY: SUSAN M. SKIGEN, CSR #5829

MARY HILLABRAND INC.

CERTIFIED REPORTERS

520 SUTTER STREET / off UNION SQUARE SAN FRANCISCO, CA 94102

PHONE 415 / 788-5350 FAX 415 / 788-0657

1 since, since '89.

2 Q. Okay.

3 A. When, I mean, I have, I have absolutely no  
4 intention of honoring that settlement agreement. I  
5 cannot. I cannot logically. I cannot ethically. I  
6 cannot morally. I cannot psychically. I cannot  
7 philosophically. I cannot spiritually. I cannot in any  
8 way. And it is firmly my intention to not honor it.

9 Q. No matter what a court says?

10 A. No court could order it. They're going to  
11 have to kill me.

12 Q. Well, let's just hope we don't have to turn  
13 this into a death penalty case.

14 A. Into a what?

15 Q. A death penalty case.

16 A. Right, but you guys would.

17 Q. I'm not the one who stands up and pounds  
18 the table and screams at people in this deposition, your  
19 lawyer is. If I were to stand up at this deposition and  
20 scream at you to shut up, would you consider that to be  
21 an act of fair game?

22 A. I consider the whole thing --

23 Q. I know, but if I were to stand up and yell  
24 at to you shut up, would you consider that to be fair  
25 game?





December 22, 1992

David Miscavige and all other individuals who participate in the control of Scientology  
C/O Laurie J. Bartilson, Esquire  
Bowles & Moxon  
6255 Sunset Blvd., Suite 2000  
Los Angeles, CA 90028

Re: Nothling v. Scientology

Dear David and all others involved:

I am writing this to you, and the various copy recipients listed below, because there are certain things it is fair that you know. Although it is the trial in the Nothling case, which, I understand, is set for early February, that has moved me to write at this time, the idea of writing has made addressing a number of other subjects also timely.

You will recall that in June of 1991 when Malcolm Nothling called me and asked me to testify in his case in Johannesburg I wrote to the organization via Eric Lieberman to see if by initiating communication on the subject you might see that there was an answer to your litigation problems different from the one you and your erstwhile leader had been believing in and pursuing as long as any of us can remember.

Mr. Lieberman wrote back, essentially advising me you said stick it in my ear, and that more, not less litigation was going to be the same old solution; and to not expect communication other than the solidest of sorts. Copies of Mr. Lieberman's and my letters are enclosed herewith.

I did travel to South Africa in 1991 to testify, as you know, but the trial was postponed on the organization's motion. Now it's set to happen again. Again Mr. Nothling has asked me to testify, again I have agreed, and again I am writing you to see if there is any sense in attempting to unfoment this litigation.

Your public attack line that Gerald Armstrong foments litigation against you is particularly hurtful because of what I have done and continue to do to unfoment litigation. Even my signing of your settlement agreement was, in the face of your intent to hurt me, which fact is settled by the agreement itself, an act only of unfomentation.

You all should take a good hard look at the hurt your practices, certainly your litigation practices, cause in the world. And you don't have to desist in them because of anything I've said. You can knock off those bad practices for any reason you want, including because they don't work and make no sense.



All the decent people, believe me, in your organization want you to get out of the stupid attack-the-attacker business, and they'd salute you for getting the organization out of that silliness, but they're too frightened. You shouldn't frighten good people that way. It's cruel. And any thinking soul knows that you guys are only acting out of fear, so you really are not fooling anyone with your blindness and bluster.

I realize you've put your faith in really bad things, like lies and PR, threats and bullying, and really mean people, like Gene Ingram. And I'm aware that having put your faith in badness for so long, and spent so many millions of dollars to have so many bad lawyers make so many bad decisions and add so much to their brethren's bad name, it can seem impossible to quit. But you must. All it will take is the willingness to unfoment your litigation.

Eugene M. Ingram has done such nasty things to so many people in the service of your organization, you and he should be spanked. His terrible charge at the CAN convention that I have AIDS is heartbreaking, not because I have AIDS, which I don't, but because your pet pit viper personalizes and focuses your organization's institutionalized hatred.

By accusing me of having AIDS, you and Ingram attack not just me, you attack the many people whose lives have been touched by this disease, or for that matter touched by your organization, and you attack yourself. Your similar-veined attacks on other people of good will at the CAN conference, like Father Kent Burtner, has brought your organization to ignomy.

But the target of faith can be rechosen. And that is where I urge sense and unfomentation. Put your faith in what is real, what is true, what can always be depended on. Put your faith in what in people is true, unchanging and ceaselessly loving. Putting your faith in lies, PR, threats, bullying and bullies you will always betray yourself because you put your faith in nothing; and you and every being everywhere have a right to everything that nothing isn't.

Likewise don't put your faith in litigation or your use of the courts to harass. It is possible to be faithful to a higher ideal than wins in court. If you have put your faith in lies, leverage, advantage and bullying to secure a win, you have gained nothing. If you put your faith in truth, hope, charity, love, no matter the courtroom outcome you have everything; that's religion.

Since the 1991 almost trial in the Nothling case the California Court of Appeal issued its opinion in the appeal you took from the Breckenridge decision in Armstrong I, the California Supreme Court denied review, and the Court of Appeal



denied your motion to seal the appellate record. You brought and lost the motion to enforce the settlement agreement before Judge Geernaert in Armstrong I, and then you sued me to enforce it in Armstrong II.

In May Judge Sohigian issued his ruling refusing to enforce the agreement, although enjoining me from testifying unless pursuant to a subpoena. He also ruled that I did not have to not make myself amenable to service of process. I will supply a copy of the Breckenridge decision, the Armstrong opinion and the Sohigian injunction to any of the recipients of this letter upon request.

Because you didn't appeal from the Sohigian injunction, you have accepted it. I believe as well that for a valueless desire for a valueless win at any cost you also accepted his dicta; e.g. "involves abusing people who are weak," "involves techniques of coercion," "a very, very substantial deviation between [your] conduct and standards of ordinary, courteous conduct and standards of ordinary, honest behavior," "be sure you cut the deck," "make sure to count all the chips."

As a result, I consider myself free to do anything anyone can, except testify absent a subpoena. Much of what I am permitted do I am going to do. I am going to write freely, speak freely, publish, talk to the media, associate freely, and continue, until you put your faith in something more religious than what is bad in jurisprudence, to confront the injustice you bring to court.

In the next month or so I expect to initiate speaking or media events to help pay the enormous costs of this litigation. And I expect to promote my legal position within the publishing industry, because my story and my writings on the subject are literarily and commercially worthy.

I will continue to associate with and befriend all those people I consider you attack unjustly and senselessly. I will make my knowledge and support available to the Cult Awareness Network, a group of people of good will you vilify, in all the litigation you have fomented against them. I will make my knowledge and support available to any Scientologist who is afraid to go anywhere else for understanding, and to the families of Scientologists your organization has estranged. I will even make my knowledge and support available to entities like Time and people like Rich Behar in their defenses from your attacks.

I will, nevertheless, remain available to do whatever I can to unfoment your litigation. I will meet with you, talk with you, help you to find a better solution to your problems. Because of your decision to not have anyone communicate with me, no one from your organization has. I get a little lawyer



contact, lots of PI BS, an OSA hearing or deposition attender, enough psychic skirmishes for an army, but, for the life of me, no real people.

In 1991, fantastically, I was the only person in the world, other than Malcolm Nothling himself, who was willing to testify at his trial. And that was enough reason to go. In February 1993, although at this trial I probably won't be the only person willing to testify, there will still be ample reasons to go, unless the case can be resolved.

I really would rather there was no trial and I really would rather not go. Lord knows this last period has been overwhelming and the litigation behemoth terrifying; and Lord knows I have my own calling, which has nothing to do with your legal problems. So I'm willing to do a lot to unfoment the Nothling litigation, and all the tangled legal webs you've woven. But I sure can't do much if you continue to see legal warfare as the solution to your problems and continue to pay the millions your legal mercenaries say the warfare costs.

I am aware that with enough money to enough lawyers you, the leaders of your organization, can hide yourselves and make your roles in your trumped-up war seem very important. There is no doubt this is desirable, it just isn't fair. The real purpose of your little war is to facilitate your doing something different from Scientology, while all those whom you control must go through the daily grind you say you're above.

I don't fault you for doing something different from Scientology, but I do not find acceptable your holding Scientologists in bondage to your catastrophic cause, enforcing your lie that you have their best interests in mind, robbing their years of youth and vigor, and putting them at risk while you show up at the occasional ribbon cutting ceremony, lunch with lawyers and the like, sucker celebs, run PIs and intel ops, conspire, cheat, lie, steal, bully and destroy. I urge something more creative as a better idea.

Your hardworking staff members and people of good will around the world who have supported you financially and spiritually will not for much longer be fooled by your foolishness and will stop believing your lies. They will speak to each other, they will speak out against your suppression, and they will act to free themselves and their friends. You cannot much longer, as we move societally into the age of wisdom, cynically and sillily intimidate good people with threat and suppress good people with lies.

There is the matter of mitigation of damages which, because you insist your lawyers tell you what you pay them to say, you may not have heard or yet understood. In that by the Sohigian



ruling I am permitted to speak freely, write freely, publish freely, associate freely, when, it could be argued, and you have, that prior to the ruling and pursuant to the settlement agreement I was not so permitted, I have, in your attempt to enforce the agreement, prevailed.

By not appealing the Sohigian ruling you have acquiesced thereto. I am therefore due costs and fees in Armstrong II plus the costs and fees you already owe in your earlier losing and unappealed effort in Armstrong I. But in addition to the fees and costs now owing, and increasing as you protract this already lost litigation, there is the cumulative effect of your legal onslaught which, continuing after the case was lost, if not before, is in every minute malicious.

Gerald Armstrong and The Gerald Armstrong Corporation (TGAC) must also mitigate their damages. I have a duty, therefore, to end this litigation as quickly as possible. Thus I write to so many organizational recipients; thus I canvass to see if within the organization's many parts, all put at risk by their leaders' asininity and mean-spiritedness, there are people of good will who will see sense in what is in their best interest.

That after the Sohigian ruling you sued TGAC (pronounce that Tee-Gee-Ack) is silly and self-destructive. The only thing in the world Gerald Armstrong, individual, is prohibited from doing by the "injunction," is testifying about his Scientology history and knowledge without first accepting the perfunctory subpoena. TGAC only came into existence in 1987, six years after Gerald Armstrong's organization experiences ended, and a year after the Armstrong I litigation "settled."

TGAC cannot testify, with or without subpoena, about any Scientology experiences, because it has had, aside from those which have flowed from your lawsuit, none. Since no one, including TGAC, is prohibited by Sohigian from doing any of the things TGAC actually is capable of doing, it is free to do everything anyone or any other corporation can; and by not appealing the injunction you have so agreed. Thus, having no conceivably legitimate claim against TGAC, you depend on one manufactured from madness, and you must therefore dismiss the mess you've made.

There is also, as mentioned above, the fact that in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me to not defend myself.

I realize you will probably claim to be offended by



everything I've written in this letter. I can't do much about that because you seem to take offense no matter what I say or write, or don't. For, *inter alia*, that reason I haven't said or written it differently. I really don't blame you for being offended and I don't expect you not to be offended; nor will I be offended if you are. I think my position is obvious and I think peace is worth doing something about, even if the fomenters of war are offended. I've used the words I've used because to me they make sense and they're a facet of my craft.

This letter is not really, however you may take it, a complaint nor an attack. It is an effort to unfoment your litigation, into which I have been, albeit for some God-given purpose, drawn. So, neither forgetting nor ignoring Judge Sohigian's admonition not to settle Armstrong II, but still hoping, with my heart crossed, here is my proposal:

1. Settle the Nothling case;
2. Settle with Ed Roberts;
3. Dismiss your complaint against TGAC and Gerald Armstrong;
4. Remove all your bar complaints against Ford Greene;
5. Pay my attorney fees and costs;
6. We will dismiss the cross-complaint and appeal;
7. Cancel the agreement;
8. Return all materials you've stolen from me at any time;
9. Pay me whatever you want, including, but not limited to, nothing.

1. Malcolm Nothling has a claim and he has survived a lot to get to trial. His costs, not much by US litigation standards, must be recognized, and he must be made whole financially, ethically and publicly. I am convinced that his daughter, but for your control of her mother and her life, would enjoy a healthy, loving relationship with her father. Therefore you must do whatever is within your power to reunite them.

2. You know about the Ed Roberts case because Ms. Bartilson interrogated me about my providing assistance to Mr. Roberts in my last series of depositions in Armstrong II, and one of your lawyers, Marcello Di Mauro, in earlier times communicated about him with Ford Greene. Ed Roberts is a friend of mine who



was sucked dry and flat out robbed by your registrars on the way to an up- or downstat week of no consequence to anyone as it turns out, and always does, but Ed.

I have found myself in the silly position of being the only person in the world willing to help Mr. Roberts against your organization. Again, I have no desire to have Mr. Roberts engage you in litigation. In fact his situation can be resolved without your fomenting not only more litigation, but more ill will and silliness. For you it is merely an accounting matter. You ripped Mr. Roberts off; now pay him what is needed to make him whole again.

Mr. Roberts' case of Scientology lies, threats, treachery and thievery, his own money then used to pay your pitiless pettifoggers to prevent him from anything resembling redress, is being played and replayed every day of the year in your orgs. I would think that the three or so million you wasted on your inane USA Today ads to counter Richard Behar's few good pages could have taken care of three hundred Mr. Roberts and done a heap of good.

All your ads did was a heap of bad: more lies, more hate, more embarrassment for Scientologists everywhere, another dead forest, and an uncharitable little delay to your victims before they are made whole. The Ed Roberts case is, in my opinion, the proof of Time's theme: that you are - all of you at the top of your organization - a cult of greed. But worse, you squander your plunder, as witness Toronto, starve the good and fatten your PIs and proctors and their proctologists. And all with the fatuous excuse of a right to defend wrongness and attack rightness because your "religion's" stupidity is, in our courts of law, beyond question.

Anyway I want to have Ed's needs taken care of toot sweet. He probably wouldn't think less of you if you didn't apologize, but I think it's a good idea and sure couldn't hurt.

3. I don't care what order everything is done in. I think whatever is most practical, sensible and ergonomically sound is the way to approach this particular program, which, I'm sure can be wrapped up in a couple of days.

4. This is easy. These Ingram-generated efforts have only served to shine a light on your invidiously scheming enterprise. All your similarly baseless bar complaints against my other lawyer, Michael Flynn, came to nothing. You should learn from the earthworms. Filing no spurious bar complaints whatsoever they demonstrate their superior philosophy.

5. Although they're in the range of, I don't think fees and costs are over \$500,000. Clearly nothing is going to happen



unless you cover my attorneys' fees and costs. To leave me with that indebtedness is unfair and unworkable. You will recall that I made a proposal in 1984, being then scared and weak: pay my lawyers' fees and costs of, I guessed, \$150,000, and I'll quit. You, and in those days, Hubbard, said no way. I, less scared and much stronger, urge you to choose again.

6. Dismissal of the cross-complaint is easy. I'll take care of it.

8. I'm aware this may for a long time remain a pettiness you'd rather not confront. But I can guarantee that if you return my materials - the Hubbard letters manuscript, the Cones, all the other materials you and your PIs have stolen from me over the years, I will not bring criminal charges, and I won't even bring the subject up again.

9. You have to cancel the settlement agreement in order to demonstrate to yourselves that it was the wrong thing in which to put your faith. You will notice that when you cancel the agreement nothing will happen. Yet you will have freed me. And that is what you should make Scientology's only business: freeing people. You will also observe that when you free me you free yourselves; in fact you cannot yourselves be free unless you free me.

Regarding my relationship with you after you cancel the agreement, that is where you must reassert your faith. Have the faith that I will neither say nor write worse things about you if you free me to do so. As you know I can say some pretty pointed things about you now just because you won't cancel that degrading document. Put faith in what occurs in silence. Put faith in the inevitable.

7. You decide. If you think I did a lousy job unfomenting your litigation, pay me zip. Even if it all works for everyone, timing inspired and ideas a Godsend, you don't have to pay me anything. I generally don't refuse what's offered. You know how much I'm worth.

I haven't forgotten Wollersheim, Yanny I & II, the Aznarans, the CAN litigation, claimants all over the place, your government lawsuits, the rest of the settlement signatories, your taxes, nor your image and media distress, and I think it's appropriate to say that I can help you unfoment those problems as well. I would, of course, need half a chance.

If you look deep in your hearts I believe you'll find you really do not want Scientology's legacy to be one of suppression; suppression of the Constitution, human dignity, truth, religion, justice, even suppression of your own good selves. Wouldn't it be better to be known as the people who ended the madness in

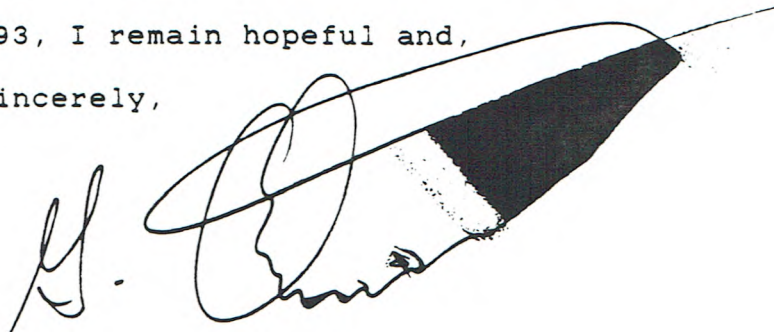


peace and style; a radical recognition of the transcendence of quantum scientology. LRH was Newtonian in his physics and relativistic epistemologically. I like to call one aspect of my philosophy, *inter alia* non-mutual exclusivity.

I believe that everyone will become a person of good will, that everyone already is, has been and will forever be, that there is progress and perfection, hope and reason, that to know who we are we must accept the truth of our relationship to our Creator, that all about us that we made is illusion, that we have reason to be grateful that is so, that our Creator, God, our Father Loves us in the same Love by which He created us and holds us always safe and always loved in that Love, that we, His children, are one and One with Him, that the means by which He is remembered, and hence our relationship, and hence who we are, and hence what we know, is forgiveness, that forgiveness is the recognizing of illusion for what it is, that creation is our nature, and that everything is all there is.

With a wish for peace in 1993, I remain hopeful and,

yours sincerely,

A handwritten signature in black ink, appearing to read 'G. Armstrong', with a large, dark, circular flourish to the right.

Gerald Armstrong  
715 Sir Francis Drake Blvd.  
San Anselmo, CA 949650  
(415)456-8450

:ga

cc: Malcolm Nothling  
Ed Roberts  
Lawrence Wollersheim  
Richard & Vicki Aznaran  
Richard Behar  
Ford Greene, Esquire  
Paul Morantz, Esquire  
Joseph A. Yanny, Esquire  
Toby L. Plevin, Esquire  
Graham E. Berry, Esquire  
Stuart Cutler, Esquire  
Anthony Laing, Esquire  
John C. Elstead, Esquire  
Michael J. Flynn, Esquire  
Fr. Kent Burtner



Margaret Singer, PhD.  
Cult Awareness Network  
Daniel A. Leipold, Esquire  
Church of Scientology International  
Church of Scientology of California  
Religious Technology Center  
Church of Spiritual Technology  
Church of Scientology ASHO  
Church of Scientology AOL  
Founding Church of Scientology of Washington, D.C.  
Church of Scientology Flag Service Organization  
Church of Scientology of Arizona  
Church of Scientology of Los Angeles  
Church of Scientology of Stevens Creek  
Church of Scientology of Sacramento  
Church of Scientology of San Francisco  
Church of Scientology of Washington State  
Church of Scientology of Boston  
Church of Scientology of Portland  
Church of Scientology of New York





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2 WILSON, RYAN & CAMPILONGO  
3 235 Montgomery Street  
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6 (415) 391-3900

7 Laurie J. Bartilson  
8 BOWLES & MOXON  
9 6255 Sunset Boulevard  
10 Suite 2000  
11 Hollywood, California 90028  
12 (213) 661-4030

13 Attorneys for Plaintiff  
14 CHURCH OF SCIENTOLOGY INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY OF ) Case No. BC 052395  
18 INTERNATIONAL, a California )  
19 not-for-profit religious ) ORDER TO SHOW CAUSE RE CONTEMPT  
20 corporation; )

21 Plaintiff,

22 vs.

23 GERALD ARMSTRONG and DOES 1  
24 through 25, inclusive,

25 Defendants.

2-16-93  
8:30 a.m.  
Dept. 86

26 TO: GERALD ARMSTRONG:

27 Good cause appearing,

28 YOU ARE ORDERED to appear in Department No. 86 of this  
Court, located at 111 North Hill Street, Los Angeles, California  
90012, on ~~January 16~~ <sup>February 16</sup>, 1993 at 8:30 a.m., to show cause why <sup>you</sup> ~~the~~  
~~should not be adjudged to be~~  
~~order holding you in contempt of Court requested by plaintiff~~  
~~for alleged violations of the Court's order of May 28, 1992.~~  
~~should not be made by this Court.~~

29 If ~~you are held to be in contempt of court,~~  
~~Plaintiff's motion is granted,~~ you will be ordered to  
30 held in criminal contempt of this Court, subject ~~to~~ <sup>(for each contempt)</sup> to a fine not  
31 to exceed \$1,000.00 and jail time not to exceed five days ~~as~~

1 this Court sees fit, <sup>^</sup> and further will be ordered to pay  
2 ~~Plaintiff's costs, including attorneys' fees, in the bringing of~~  
3 ~~the Application for Order to Show Cause Why Gerald Armstrong~~  
4 ~~Should Not Be Held in Contempt.~~

5  
6 Date: DEC 6 1 1992

RONALD M. SOHIGIAN  
\_\_\_\_\_  
Judge Ronald Sohigian

RONALD M. SOHIGIAN

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28 H:\ARMSTRONG\ORDER.OSC





## SUPERIOR COURT OF CALIFORNIA , COUNTY OF LOS ANGELES

Date: March 23, 1993

Honorable DAVID A. HOROWITZ

, Judge  
, Deputy Sheriff  
, C. S. L.S. ROBLES  
B. CHARLINE HOWELL, Deputy Clerk  
, Reporter  
, E/R Monitor

8 C. AGUIRRE

BC052395

(Parties and Counsel checked if present)

CHURCH OF SCIENTOLOGY, ETC

Counsel For LAURIE BARTILSON (x)  
Plaintiff ANDREW WILSON (x)

VS

GERALD ARMSTRONG

Counsel For FORD GREENE (x)  
Defendant

## NATURE OF PROCEEDINGS:

MOTION OF DEFENDANT, GERALD ARMSTRONG, FOR STAY OR IN THE ALTERNATIVE, FOR AN EXTENSION OF TIME TO OPPOSE MOTIONS FOR SUMMARY ADJUDICATION;

D, Mot for stay of proceedings GRANTED. The action is stayed under CCP 916. Counsel are ordered to report any decision by the Court of Appeal to this Department, in writing, within one day of the issuance of the opinion so that this Court may lift the stay.

"...an appeal stays proceedings in the trial court upon the order appealed from or upon the matters embraced therein or affected thereby..." CCP 916. As the Church has stated in its Summary Adjudication motions, "The facts are undisputed, however, that Armstrong has breached the Agreement repeatedly and deliberately. Because of these breaches, a preliminary injunction was issued by the Court on May 28, 1992." Obviously, the validity of the Agreement is the basis for the preliminary injunction. One of the basis for the appeal is an attack on the legality and validity of the Agreement.

The central issue of this case is the legality and validity of the Agreement. The Court of Appeal could certainly reach that issue in its determination of the validity of the injunction. If it does, that ruling could be determinative of many of the issues of this case. It makes no sense to proceed with this matter until the Court of Appeal makes its ruling.

Any and all matters set in this department, including but not limited to the Motions set for 3/31/93, the Final Status Conference of 4/23/93 and the Trial of 5/3/93, are each advanced and vacated.

Defendant shall give notice.



PROOF OF SERVICE

STATE OF CALIFORNIA            )  
                                  )   ss.  
COUNTY OF LOS ANGELES        )

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Los Angeles, California 90028.

On May 11, 1993 I served the foregoing document described as MOTION FOR EXPEDITED HEARING SCHEDULE on interested parties in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [ ] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE  
HUB Law Offices  
711 Sir Francis Drake Blvd.  
San Anselmo, CA 94960-1949

PAUL MORANTZ  
P.O. Box 511  
Pacific Palisades, CA 90272

[X] BY MAIL

[ ] \*I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on May 11, 1993 at San Francisco, California.

☐ **\*\* (BY PERSONAL SERVICE)** I delivered such envelopes by hand to the offices of the addressees.

Executed on \_\_\_\_\_, at San Francisco, California.

☒ (State) I declare under penalty of the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

PAUL BRADFORD

Print of Type Name

*Paul Bradford*

Signature

\* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

\*\* (For personal service signature must be that of messenger)